



**STATE OF MARYLAND  
ADMINISTRATIVE OFFICE OF THE COURTS  
PROCUREMENT, CONTRACT AND GRANT ADMINISTRATION  
187 HARRY S. TRUMAN PARKWAY  
ANNAPOLIS, MD 21401**

**REQUEST FOR PROPOSALS (RFP)**

**FOR**

**Maryland Judiciary Data Center Relocation Services**

**Solicitation No. K22-0044-29**

The sole point of contact for this solicitation is the Procurement Officer. Offerors are specifically directed NOT to contact any other Maryland Judiciary personnel or its contracted consultants for meetings, conferences, or discussions that are specifically related to this RFP at any time prior to any award and execution of a contract. Unauthorized contact with any Maryland Judiciary personnel or the Maryland Judiciary's contracted consultants may be cause for rejection of the Offeror's proposal.

Minority Business Enterprises (MBE) and Veteran-owned Small Business Enterprises (VSBE) are encouraged to respond to this Request for Proposals.

In order to help us improve the quality of the Administrative Office of the Courts solicitations and to make our procurement process more responsive and business friendly, Offerors may provide comments and suggestions regarding this solicitation on Attachment G – Notice to Bidders/Offerors.

## KEY INFORMATION SUMMARY SHEET

### Request for Proposals

Maryland Judiciary Data Center Relocation Services

Solicitation No. K22-0044-29

**RFP Issue Date:** December 23, 2021

**RFP Issuing Office:** Procurement, Contract and Grant Administration

**Procurement Officer:** Valerie L. Mitchell  
Maryland Judiciary, Administrative Office of the Courts  
Department of Procurement, Contract and Grant Administration  
187 Harry S. Truman Parkway  
Annapolis, MD 21401  
410-260-3591  
Valerie.l.mitchell@mdcourts.gov

**Proposals must be sent to:** Valerie L. Mitchell  
Maryland Judiciary, Administrative Office of the Courts  
Department of Procurement, Contract and Grant Administration  
187 Harry S. Truman Parkway  
Annapolis, MD 21401

**Pre-proposal Conference (mandatory):** January 5, 2022 at 10:00 AM EST  
187 Harry S. Truman Parkway, Annapolis, MD 21401, Rooms 131, 132 & 133

**Please email Attachment D to the Procurement Officer no later than January 4, 2022 at 4:30 PM EST advising of attendance.**

**Site visit (mandatory):** January 5, 2022, immediately following the Pre-Proposal Conference  
2661 Riva Road, Suite 900, Annapolis, MD 21401- meet in lobby

**Due to current Judiciary protocols, Offerors attending any in-person Pre-Bid Conferences and/or Site Visits are required to wear a face mask.**

**Deadline for Questions:** January 12, 2022 at 4:30 PM EST

**Closing Date & Time:** January 24, 2022 at 4:30 PM EST

**Contract Term:** The contract term will be from the date of contract execution until project completion, or 10/31/2022, whichever is sooner.

**MBE Subcontracting Goal:** 10%

**VSBE Subcontracting Goal:** 1%



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Attachment B – Proposal Affidavit
Attachment C – Contract Affidavit Sample
Attachment D – Pre-Bid/Proposal Conference Form
Attachment E – Bid/Price Proposal Form
Attachment F – Non-Disclosure Agreement Sample
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 Attachment 1 – Initial Screening Questionnaire



## SECTION I. GENERAL INFORMATION

### A. SUMMARY STATEMENT

The Administrative Office of the Courts (AOC) issues this Request for Proposal (RFP) on behalf of Judicial Information Systems (JIS) to provide design, engineering, and relocation services for the Judiciary's new Primary Network Operations Center.

### B. ABBREVIATIONS AND DEFINITIONS

For the purpose of this RFP, the following abbreviations or terms have the meanings indicated below:

1. AOC – Administrative Office of the Courts
2. Contract – A formal, written agreement entered into by the Judiciary for the provision of materials, supplies, and/or services. A Contract sample is attached to this solicitation as Attachment A.
3. Contract Manager – The AOC representative that serves as the technical manager for the resulting contract. The Contract Manager monitors the daily activities of the contract and provides technical guidance to the Successful Offeror.
4. Diversity & Outreach Programs – Judiciary Program established to encourage and increase participation in Judiciary procurement by underrepresented or disadvantaged groups. The Program includes Minority Business Enterprises (MBE) and Veteran-owned Small Business Enterprises (VSBE).
5. eMMA – eMaryland Marketplace Advantage online procurement platform used to connect the vendor community with contracting opportunities from with the state, county, and local government entities.
6. Extraordinary Personal Event – Leave under the Family Medical Leave Act; an incapacitating injury or incapacitating illness; or other circumstances that in the sole discretion of the AOC warrant an extended leave of absence such as extended jury duty or extended military services that precludes the individual from performing their job duties under the contract.
7. Key Personnel – Offeror/Successful Offeror personnel or subcontractor personnel who are to be assigned to this contract if the Offeror receives award.
8. Local Time – Time in the Eastern Standard Time Zone.
9. MBE – Minority Business Enterprise means any legal entity, other than a joint venture, organized to engage in commercial transactions, that is at least 51 percent owned and controlled by one or more individuals who are in a minority group (African American, Native American, Hispanic, women, or the physically or mentally disabled) that is socially and economically disadvantaged, and managed and operated by one or more of the socially and economically disadvantaged individuals who own it, and is so certified by the Maryland Department of Transportation.
10. Offeror – An entity that submits a proposal in response to this solicitation.
11. Procurement Officer – The AOC representative responsible for this solicitation, for the determination of contract scope issues, and the only AOC representative who can authorize changes to the contract.
12. RFP – Request for Proposals
13. Successful Offeror – The awarded Offeror.
14. VSBE - Veteran-owned Small Business Enterprise means any legal entity that meets the requirements set by the United States Small Business Administration, that is organized to engage in commercial transactions, and is at least 51 percent owned and controlled by one or more individuals who are Veterans, and who manage the operations of the business, and is so designated in eMMA.

### C. PROCUREMENT OFFICER

The sole point of contact in the AOC for purposes of this RFP is the Procurement Officer noted on the Key Information Summary Sheet. The AOC may change the Procurement Officer at any time by written notice to the Offeror. Only information communicated by the Procurement Officer shall be deemed the official position of the AOC. No other State of Maryland or AOC employee, official, or representative has the authority to change the requirements of this solicitation. Attempts by the Offeror to contact members of the evaluation committee, or otherwise circumvent this procedure in any manner may be grounds for disqualification.



**D. CONTRACT MANAGER**

The Contract Manager for post-award activities will be disclosed to the Successful Offeror. The AOC may change the Contract Manager at any time by written notice to the Successful Offeror.

**E. DURATION OF OFFER**

Proposals submitted in response to this RFP are irrevocable for 180 days following: (1) the closing date of proposals, (2) Best and Final Offers (BAFOs), if requested, or (3) the resolution date of any protest concerning this RFP. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

**F. REVISIONS TO THE RFP**

1. The AOC reserves the right to amend this RFP at any time prior to the proposal closing date and time. If the RFP is revised prior to the proposal closing date and time, the AOC shall post any addenda to the RFP on the AOCs Procurement webpage, e Maryland Marketplace Advantage (eMMA), and shall attempt to provide such addenda to all prospective Offerors that received the RFP or are otherwise known by the Procurement Officers to have obtained this RFP. It remains the responsibility of all prospective Offerors to review the AOCs Procurement webpage, and eMMA for any addenda issued prior to the submission of proposals.
2. If one (1) or more addenda are issued to this RFP, Offerors shall acknowledge receipt of each on the Addenda Acknowledgment Form (Attachment H). Offerors shall identify each responsive addendum by number and date, sign the form, and enclose it with the technical proposal. Addenda issued after the closing date and time for proposals will be sent only to those Offerors who submitted a timely proposal.
3. Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, clarifications, or corrections set forth in the addendum, and may cause the proposal to be deemed not reasonably susceptible of being selected for award.

**G. CANCELLATIONS**

The AOC reserves the right to cancel this RFP; accept or reject any and all proposals, in whole or in part, received in response to this RFP; or waive or permit cure of minor irregularities and conduct discussions with all Offerors in any manner necessary to serve the best interests of the AOC. The AOC also reserves the right, in its sole discretion, to award a Contract based upon the written proposals received without prior discussions or negotiations.

**H. PROTESTS/DISPUTES**

Any protest or dispute related to this solicitation or the resulting Contract shall be subject to the provisions of the Judicial Branch Procurement Policy.

**I. MULTIPLE OR ALTERNATE PROPOSALS**

Neither multiple nor alternate proposals will be accepted.

**J. ARREARAGES**

By submitting a proposal in response to this RFP, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract, if selected for Contract award.

**K. VERIFICATION OF REGISTRATION AND TAX PAYMENT**

1. Before a corporation can do business in the State of Maryland, it must be registered with the Department of Assessments and Taxation (SDAT), State Office Building, Room 803, 301 West



Preston Street, Baltimore, Maryland 21201. For registration information, visit: <https://www.egov.maryland.gov/businessexpress>

2. It is strongly recommended that any potential Offerors complete the registration prior to the closing date for receipt of proposals. An Offeror's failure to complete the registration with SDAT may disqualify an Offeror from final consideration and recommendation for Contract award.

**L. FALSE STATEMENTS**

Offerors are advised that in connection with a procurement contract, a person may not willfully: Falsify, conceal, or suppress a material fact by any scheme or device; make a false or fraudulent statement or representation of a material fact; use a false writing or document that contains a false or fraudulent statement or entry of a material fact; or aid or conspire with another person to commit any of the aforementioned acts.

**M. PRESS RELEASES**

The Successful Offeror shall issue no press release to any publication, including newspapers and social media outlets, regarding work being conducted under the resulting contract from this RFP without prior written consent from the AOC.

**N. PAYMENTS TO SUCCESSFUL OFFEROR**

1. By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAC X-10 form can be downloaded at:

<https://www.marylandtaxes.gov/forms/state-accounting/static-files/GADX10Form.pdf>

2. Payments to the Successful Offeror shall be made not later than thirty (30) days after the acceptance of deliverables, and receipt of a proper invoice from the Offeror. Any charges of interest or the like for late payment are prohibited.

**O. NON-DISCLOSURE AGREEMENT**

All Offerors are advised that if a contract is awarded as a result of this RFP, the Successful Offeror shall be required to complete a Non-Disclosure Agreement. A sample of this Agreement is included for informational purposes as Attachment F of this RFP. This signed Agreement must be provided with the Successful Offeror's signed Contract.

**P. DAMAGE TO STATE AND PERSONAL PROPERTY**

1. The Offeror, their employees, subcontractors, and agents shall be held directly responsible to repair, replace, or restore to its original condition, to the satisfaction of the AOC, curbs, roadway surfaces, wheel stops, shrubbery, trees, buildings, bollards, gates, light pole, sign poles or any other State-owned property which is damaged by the actions of the above-mentioned representatives.
2. The Offeror, their employees, subcontractors, and agents shall be held directly responsible for any damage caused by their action or inaction to privately-owned property and shall hold the State of Maryland harmless for such damages.

**Q. OFFEROR SECURITY REQUIREMENTS**

1. The Successful Offeror, and all Successful Offeror personnel and subcontractor personnel assigned to the Contract, must comply with all applicable federal and state laws, regulations, policies, and AOC policies and procedures for the duration of the contract.





2. The Successful Offeror must comply with the Judicial Information Systems (JIS) Information Security Policy. The Information Security Policy closely aligns with guidelines published by the National Institute of Standards and Technology. The Information Security Policy is available online at: <http://www.mdcourts.gov/procurement/index.html>.
3. The AOC reserves the right to monitor all applicable computer and electronic equipment usage for compliance with its policies.

**R. ACCESS TO AOC INFORMATION TECHNOLOGY SYSTEMS**

1. The Successful Offeror's personnel shall complete all required paperwork as directed for access to any AOC information systems.
2. The Successful Offeror shall ensure the list of authorized Offeror personnel is always maintained and accurate. The system access rights of Successful Offeror personnel must be updated no later than twenty-four (24) hours after notification of the change in status; therefore, the Successful Offeror shall immediately notify the Contract Manager and JIS Information Security of any termination of Successful Offeror personnel or if any approved Successful Offeror personnel no longer require access to an AOC system. The AOC security identification badge and all issued AOC assets must be immediately returned to the Contract Manager.
3. To ensure compliance with the JIS Information Security Policy, the approval, configuration, and monitoring of secured remote access into AOC systems will be processed by JIS staff. All remote connections that utilize a shared infrastructure must utilize encryption for transmission of data and authentication.
4. Any software used to meet the requirements of this solicitation, on any AOC system, must be included in the Offeror's technical proposal. Software must be assessed by JIS and approved by the JIS Chief Information Officer. At the discretion of JIS, proposed software may be determined to be a risk to system and information integrity security controls and therefore rejected. If software is to be used remotely, the Judiciary shall control the method of access to our network via Virtual Private Network (VPN), firewall configurations, and/or segregating remote machine access within our environment.
5. Any Software as a Service (SaaS), Infrastructure as a Service (IaaS), or Platform as a Service (PaaS) used to meet the requirements of this solicitation shall be AICPA Service Organization Control (SOC) 2 compliant, or equivalent (e.g., ISO 27001/2 Certification, Verified PCI DSS, FedRAMP).

**S. ACCESS AND BACKGROUND CHECKS**

1. Successful Offeror may be required to submit the following information for AOC engagements for Successful Offeror personnel, subcontractors, third-party resources, temporary employees, and training candidates:
  - a. Full Name.
  - b. Phone Number.
  - c. Personal/Private email with no connection to employer.
  - d. Emergency contact information.
2. Site visits to any AOC location must be coordinated by AOC staff with the designated site personnel in advance of any visit.
3. Any Successful Offeror personnel working at AOC locations, or on AOC systems or projects, or who have access to AOC or State criminal data or systems, must be approved in writing by the Procurement Officer prior to beginning work.





4. All Successful Offeror personnel working on AOC premises, property, systems or projects, contracts, or who have access to AOC or State criminal data or systems, may be required to obtain a Criminal Justice Information System (CJIS) State and Federal criminal background check prior to beginning work. The AOC reserves the right to refuse to allow any Successful Offeror personnel to begin work based upon criminal records.
5. All Successful Offeror personnel assigned to work at AOC locations may be required to obtain an AOC security identification badge prior to beginning work, and annually thereafter. The Successful Offeror is responsible for any fees that may be incurred for initial issuance of the badge and for any replacement.
6. The security identification badge shall always be displayed while on AOC premises. To verify identity, the Successful Offeror personnel shall be prepared to provide photo identification upon request by an AOC employee.
7. Successful Offeror personnel are required to immediately notify the Contract Manager, the Administrative Official of the respective department or office or the Contract Manager, if their security identification badge is lost or stolen.
8. The Successful Offeror personnel must notify the Contract Manager, the Administrative Official of the respective department or office, within one (1) business day if any personnel have been arrested, indicted, served with a criminal summons, named in a peace or protective order, or named as a defendant in any civil case. The Successful Offeror personnel are also required to provide regular updated information regarding the status of any of these court actions.
9. The Contract Manager, in conjunction with the Chief of the Office of Security Administration and the Procurement Officer, may impose restrictive conditions in response to prior criminal convictions, pending criminal charges, or a violation of AOC procedures, including removal from the contract, and/or restricted access to AOC locations or systems.
10. In the event of a security incident or suspected security incident, the Successful Offeror personnel shall immediately notify the Contract Manager.
11. The Successful Offeror personnel shall cooperate fully in all security incident investigations.
12. During the contract, if necessary, for the delivery of goods and services, the Successful Offeror may be provided an AOC asset in the form of a cell phone, laptop, or other electronic device. All AOC devices are the property of the AOC and must be returned in working, acceptable condition at the contract's conclusion. If said devices are not in working acceptable conditions, Successful Offeror may be responsible for the cost of said device(s). All devices must be regularly updated as specified by the manufacturer and JIS and must adhere to all confidentiality guidelines as provided by JIS and the AOC.
13. If the AOC determines that there is cause for the Successful Offeror's work to be suspended, the Successful Offeror shall take the following steps:
  - a. Immediately cease to represent itself as providing services to the AOC.
  - b. Deliver to the AOC: (a) a report describing the current state of the Deliverables provided by the Successful Offeror under this Agreement and any applicable Statements of Work outstanding as of the date of termination; (b) all AOC Confidential information in its possession or, at AOC's option, destroy all such AOC Confidential information; and (c) all work product to the AOC within seven (7) business days as of the date of termination. Work product includes, but is not limited to, works for hire and materials as described in §29.3.
  - c. The Successful Offeror is responsible for all AOC assets (including but not limited to, laptops, tablets, computers, cell phones, other portable electronic devices, accessories, and



peripherals, etc.), that have been provided to the Successful Offeror at the AOC's cost. All AOC issued assets are required to be surrendered to the AOC within five (5) business days of the termination of services. Assets will be subject to evaluation and can include normal and expected wear and tear but must be functional and operable. Assets that do not meet this condition may be subject to additional charge to the Successful Offeror. Successful Offeror shall be liable to the AOC for all assets not surrendered.

**T. REQUIRED POLICIES, GUIDELINES, AND METHODOLOGIES**

The Offeror shall be required to comply with all applicable laws, regulations, policies, standards, and guidelines affecting information technology projects, which may be created or changed periodically by the AOC. The Offeror shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards, and guidelines affecting project execution. These may include, but are not limited to:

1. A System Development Life Cycle (SDLC) methodology and framework based on best practices and industry standards, such as the incremental waterfall methodology, and the agile software development framework.
2. The Administrative Office of the Courts Judicial Information Systems Security Policy.

**U. SUBSTITUTION OF KEY PERSONNEL**

1. Continuous Performance of Key Personnel
  - a. Key Personnel shall be available to perform Contract requirements as of the Notice to Proceed Date. Unless explicitly authorized by the Contract Manager or specified in the Contract, Key Personnel shall be assigned to the AOC as a dedicated resource.
  - b. Key Personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key Personnel may not be removed by the Successful Offeror from working under the Contract without the prior written approval of the Contract Manager.
  - c. The provisions of this section apply to Key Personnel identified in any proposal, bid, or contract.
2. General Substitution Provisions
  - a. The Successful Offeror shall demonstrate to the Contract Manager's satisfaction that the proposed substitute has qualifications at least equal to those of the Successful Offeror personnel proposed to be replaced.
  - b. The Successful Offeror shall provide the Contract Manager with a substitution request that shall include:
    - (1) A detailed explanation of the reason(s) for the substitution request.
    - (2) The resume of the proposed substitute signed by the substituting individual and his/her formal supervisor.
    - (3) The official resume of the current personnel for comparison purposes; and
    - (4) Evidence of any required credentials.
  - c. The Contract Manager may request additional information concerning the proposed substitution and may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
  - d. The Contract Manager will notify the Successful Offeror in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The Contract Manager will not unreasonably withhold approval of a proposed Successful Offeror personnel replacement.
3. Substitution Circumstances
  - a. Directed Key Personnel Replacement
    - (1) The Contract Manager may direct the Successful Offeror to replace any Successful Offeror personnel who, in the sole discretion of the Contract Manager, are perceived



as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, AOC policies, or Contract requirements. In most cases, a directed personnel replacement will occur only after the following:

- i If deemed appropriate, at the discretion of the Contract Manager, written notice may be given to the Successful Offeror for any Successful Offeror personnel performance issues, describing the problem, and delineating the remediation requirement(s).
    - 1. The Successful Offeror shall provide a written response to the remediation requirements in a Remediation Plan within ten (10) days of the date of the notice and shall immediately implement the Remediation Plan upon written acceptance by the Contract Manager.
    - 2. If the Contract Manager rejects the Remediation Plan, the Successful Offeror shall revise and resubmit the plan to the Contract Manager within five (5) days, or in the timeframe set forth by the Contract Manager in writing.
  - ii If performance issues persist despite an approved Remediation Plan, the Contract Manager may give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of Successful Offeror personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the Successful Offeror personnel at issue.
- (2) Replacement or substitution of Successful Offeror personnel under this section shall be in addition to, and not in lieu of, the AOC remedies under the Contract or which otherwise may be available at law or in equity.
  - (3) If the Contract Manager determines the need for direct personnel replacement, at least fifteen (15) days advance notice shall be given to the Successful Offeror, if possible. However, if the Contract Manager deems it necessary and, in the AOC, best interests to remove the Successful Offeror personnel with less than fifteen (15) days' notice, the Contract Manager may direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.
  - (4) In circumstances of directed removal, the Successful Offeror shall, provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first, in accordance with the provisions of this section.

b. Key Personnel Replacement by Successful Offeror

- (1) To replace any Key Personnel in a circumstance other than the substitution provisions and circumstances above, including transfers and promotions, the Successful Offeror shall submit a substitution request to the Contract Manager at least fifteen (15) days prior to the intended date of change. A substitution may not occur unless and until the Contract Manager approves the substitution in writing.
- (2) Key Personnel Replacement Due to Sudden Vacancy
  - i The Successful Offeror shall replace Key Personnel whenever a sudden vacancy occurs (e.g., Extraordinary Personal Event, death, resignation, termination). A termination or resignation with thirty (30) days or more advance notice shall be treated as a replacement under Section I.V.3.b(1).
  - ii The Successful Offeror shall identify a suitable replacement and provide the same information and items required under Section I.V.2 within fifteen (15) days of the actual vacancy occurrence or from when the Successful Offeror first knew or should have known that the vacancy would be occurring, whichever is earlier.
- (3) Key Personnel Replacement Due to an Indeterminate Absence



- i If any Key Personnel has been absent from his/her job for a period of ten (10) days and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the Successful Offeror shall identify a suitable replacement and provide the same information and items to the Contract Manager in Section I.V.2.
  - ii However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Contract Manager, the Contract Manager may, at their sole discretion, authorize the original personnel to continue to work under the Contract, or authorize the replacement personnel to replace the original personnel, notwithstanding the original personnel's ability to return.
- 4. Substitution Prior to and Within Thirty (30) Days After Contract Execution
  - a. Prior to Contract execution or within thirty (30) days after Contract execution, the Offeror/Successful Offeror may not substitute proposed Key Personnel except under the following circumstances:
    - (1) Full-time personnel employed directly by the Successful Offeror.
      - i Vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personal Event, or the death of such personnel.
    - (2) Temporary staff, subcontractors or 1099 contractors.
      - i Vacancy occurs due to an Incapacitating event or the death of such personnel.
  - b. To qualify for such substitution, the Successful Offeror must demonstrate to the AOC satisfaction the event necessitating substitution.
  - c. Proposed substitutions shall be of equal caliber or higher, in the AOC sole discretion.
  - d. Proposed substitutes deemed by the AOC to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.

**END OF SECTION I.**

## SECTION II. INSTRUCTIONS TO OFFERORS

### A. CONTRACT TYPE

The Contract that results from this RFP shall be based on Fixed Price and Labor Hour. NTE.

### B. PROCUREMENT METHOD

The Contract resulting from this RFP shall be awarded in accordance with the Request for Proposals (RFP) process under the Judicial Branch Procurement Policy.

### C. AWARD BASIS

A contract shall be awarded to the responsible Offeror(s) submitting the proposal that has been determined to be the most advantageous to the AOC, considering price and evaluation factors set forth in this RFP, for providing the goods and/or services as specified in this RFP. The AOC intends to make a single award to this RFP.

### D. PRE-PROPOSAL CONFERENCE

1. A Pre-proposal Conference and site visit (as applicable) will be held on the date, time, and location indicated on the Key Information Summary Sheet.
  - a. Offerors are encouraged to bring a copy of this RFP and a business card to help facilitate a more efficient sign-in process.
  - b. In order to ensure adequate seating and other accommodations at the Pre-proposal Conference, please email the Pre-bid/proposal Conference Response Form (Attachment D) to the attention of the Procurement Officer no later than the date and time indicated on the form.
  - c. If the Pre-proposal Conference will be held virtually, Offerors shall use the meeting link located on the Key Information Summary Sheet, as well as complete and submit the Pre-bid/proposal Conference Response Form (Attachment D).
2. Attendance at the Pre-proposal Conference and site visit is mandatory to facilitate better preparation of proposals. If the solicitation includes an MBE or VSBE goal, failure to attend the Pre-proposal Conference will be taken into consideration as part of the evaluation of an Offeror's good faith effort if there is a waiver request.
  - a. It is highly recommended that all Offerors invite their intended subcontractors to the Pre-proposal Conference and site visit to ensure that all parties understand the requirements of the RFP, and the MBE and/or VSBE goal.
  - b. The Pre-proposal Conference and Site Visit will be limited to two (2) attendees per Offeror/Subcontractor.
  - c. Offerors/Subcontractors will be required to complete an Initial Screening Questionnaire (Attachment 1) when arriving for the Pre-proposal Conference.
  - d. To ensure proper social distancing, the site visit will be limited to six (6) individuals in the data center at a time until all Offerors/Subcontractors have had the opportunity to complete a walkthrough.
3. MBE & VSBE subcontractors are encouraged to attend the Pre-proposal Conference to solicit their services to potential Offerors.
4. If there is a need for sign language interpretation or other special accommodations due to a disability, please notify the Procurement Officer at least five (5) business days prior to the Pre-proposal Conference. The AOC will make a reasonable effort to provide such special accommodations.

### E. QUESTIONS



1. Offerors shall direct all communication regarding this RFP to the Procurement Officer. Submit questions to the Procurement Officer, by email, no later than the date indicated on the Key Information Summary Sheet.
2. The Procurement Officer, based on the availability of time to research and communicate, shall answer questions at their discretion prior to the proposal closing date and time.
3. Answers to all substantive questions that are not clearly specific only to one (1) Offeror will be answered via Addenda and will be furnished to all potential Offerors known to have received the RFP as posted on the AOC procurement website and posted on eMMA.
4. The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the AOC unless issued in writing as an addendum.

**F. PROPOSAL CLOSING DATE & TIME**

1. Proposals must be received at the Issuing Office not later than the date and time indicated on the Key Information Summary Sheet. Offerors shall allow sufficient delivery time to ensure timely receipt by the Procurement Officer. Proposals received after the closing date and time listed in the Key Information Summary Sheet will not be considered.
2. Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the date and time set forth in the Key Information Summary Sheet for receipt of Proposals.
3. Unless specifically requested, proposals submitted electronically or by fax will not be accepted.

**G. ORAL PRESENTATIONS & DISCUSSIONS**

1. Offerors may be required to participate in oral presentations. Oral Presentations are considered part of the Technical Proposal. Material representations made by an Offeror during the oral presentation shall be submitted in writing. Any such representations will become part of the Offeror's proposal and are binding if the Contract is awarded.
2. The AOC may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the AOC also reserves the right to make an award without holding discussions. With or without discussions, the AOC may determine an Offeror to be not responsible and/or not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and prior to contract award.

**H. INCURRED EXPENSES**

The AOC will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this RFP.

**I. ECONOMY OF PREPARATION**

Proposals should be prepared simply and economically providing a straightforward, concise description of the Offeror's ability to meet the requirements of this RFP.

**J. PUBLIC ACCESS TO JUDICIAL RECORDS**

1. An Offeror shall specifically identify those portions of its proposal that it considers confidential, proprietary commercial information, or trade secret, and provide justification why such materials, upon request, should not be disclosed by the AOC under Title 16, Chapter 900 of the Maryland Rules.
2. The inspection of Judiciary procurement documents shall be governed exclusively by the Judicial Branch Procurement Policy. Procurement documents are presumed to be open to the public for inspection, except as otherwise provided by the Judicial Branch Procurement Policy.





**K. OFFEROR RESPONSIBILITIES**

1. Offerors shall be responsible for all goods and/or services and requirements set forth in this RFP including the contract performance of any subcontractor participation.
2. All subcontractors must be identified and a complete description of their role relative to the proposals must be included in the Offeror's proposals. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) shall be identified as provided in the appropriate MBE/VSBE forms attached to this RFP.
3. If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror such as, but not limited to, references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal must contain an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization consents to the terms of the RFP and will guarantee the performance of the subsidiary.
4. A parental guarantee of the performance of the Offeror under this section will not automatically result in crediting the Offeror with the experience or qualification of the parent under any evaluation criteria pertaining to the actual Offeror's experience and qualifications. The Offeror will be evaluated on the extent to which the AOC determines that the experience and qualifications of the parent are applicable to and shared with the Offeror, any stated intent by the parent to be directly involved in the performance of the contract, and the value of the parent's participation as determined by the AOC.
5. The Successful Offeror will be required to follow all current Judiciary protocols referencing pandemic flu or other infectious diseases including, but not limited to, proof of vaccination, producing negative COVID tests, completing/passing an initial screening questionnaire, non-contact temperature taking, the wearing of personal protective equipment (e.g., face mask), and practicing appropriate social distancing. Failure to comply with any of the Judiciary's protocol could result in being denied entry into Judiciary workspace, and mitigation up to and including contract termination.

**L. ACCEPTANCE OF TERMS & CONDITIONS**

1. By submitting a proposal in response to this RFP, the Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Standard Contract Agreement Sample attached hereto as Attachment A.
2. Any exceptions to the terms and conditions of this RFP or the Contract must be clearly identified in the Executive Summary of the Technical Proposal. All exceptions will be taken into consideration when evaluating an Offeror's proposal.
3. A proposal that takes exception to these terms may be rejected and therefore determined to be not reasonably susceptible of being selected for award.
4. By submitting a proposal in response to this RFP, the Offeror, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the contract.

**M. ACCEPTANCE OF SERVICES**

1. The Contract Manager or his/her designated representative has authority to determine the acceptable level of service.





2. When the Contact Manager or his/her designee determines that the Successful Offeror service is unsatisfactory, the Successful Offeror shall return to the site at the request of the AOC, or an authorized designee, and resolve the issue at no additional cost to the AOC.

## **N. DIVERSITY & OUTREACH PROGRAMS**

The objective of the Diversity & Outreach Programs is to encourage and increase participation in AOC procurements by Minority Business Enterprises (MBE) and Veteran-owned Small Business Enterprises (VSBE).

### **1. Minority Business Enterprise**

MBEs are encouraged to respond to this solicitation notice as Prime Contractors. In order to participate as an MBE in AOC procurements, MBEs must be certified by the Maryland Department of Transportation (MDOT). Additional information regarding certification can be located on the MDOT Website: <https://www.mdot.maryland.gov/tso/Pages/Index.aspx?PageId=90>

- a. An MBE Subcontract goal of **10%** of the total contract dollar amount, including all renewal option terms, if any, has been established for this procurement. Each Offeror shall complete, sign, and submit MBE Attachment 1A – MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule – Part 2 through 4 with their technical proposal.
  - (1) MBE Prime Contractors must include a copy of proof of certification from MDOT with their Technical Proposal.
  - (2) If the Offeror is unable to achieve the MBE participation goal, it shall request a waiver in whole or in part of the overall goal by checking the second box on the MBE Form 1A – Part 2. Failure to indicate the need for a waiver may result in the AOCs rejection of the proposal.
- b. Within ten (10) business days from notification that the Offeror is the apparent awardee, or as requested by the Procurement Officer, Offerors requesting a waiver in whole or in part of the overall goal must submit the following documentation (as applicable):
  - (1) MBE Attachment 1B – Exhibit A – MBE Subcontractor Unavailability Certificate.
  - (2) MBE Attachment 1C – Good Faith Efforts Documentation to Support Waiver Request.
  - (3) MBE Attachment 2 – Outreach Efforts Compliance Statement.
  - (4) MBE Attachment 3A – Certified MBE Subcontractor Participation Certification
  - (5) MBE Attachment 3B – MBE Prime Project Participation Certification.
  - (6) Any other documentation required by the Procurement Officer to ascertain Offeror's responsibility/susceptibility of being selected for award in connection with the certified MBE participation goal.
- c. The Successful Offeror and subcontractor(s) will be required to complete the following forms on a monthly basis (as applicable):
  - (1) MBE Attachment 4A – Prime Contractor Paid/Unpaid Invoice Report.
  - (2) MBE Attachment 4B – MBE Prime Contractor Report
  - (3) MBE Attachment 5 – MBE Subcontractor Paid/Unpaid Invoice Report

### **2. Veteran-owned Small Business Enterprise**

VSBEs are encouraged to respond to this solicitation notice as Prime Contractors. VSBEs must complete three (3) steps: Vendor Registration, Veteran Verification, and VSBE Certification. These steps are outlined by the State of Maryland VSBE program. Additional information regarding certification can be located at: <https://gomdsmallbiz.maryland.gov/Pages/VSBE-Program.aspx>

- a. An VSBE Subcontract goal of **1%** of the total contract dollar amount, including all renewal option terms, if any, has been established for this procurement. Each Offeror shall complete,



sign, and submit VSBE Form 1A – VSBE Utilization Affidavit and Prime/Subcontractor Participation Schedule.

- (1) VSBE Prime Contractors must include proof of certification from eMaryland Marketplace Advantage (eMMA) with their Technical Proposal.
  - (2) If the Offeror is unable to achieve the VSBE participation goal, it shall request a waiver in whole or in part of the overall goal by checking the second box on the VSBE Form 1A. Failure to indicate the need for a waiver may result in the AOCs rejection of the proposal.
- b. Within ten (10) business days from notification that the Offeror is the apparent awardee, or as requested by the Procurement Officer, Offerors requesting a waiver in whole or in part of the overall goal must submit the following documentation (as applicable):
- (1) VSBE Attachment B – VSBE Subcontractor Unavailability Certificate
  - (2) VSBE Attachment 2 – VSBE Subcontractor Participation Statement
  - (3) Any other documentation required by the Procurement Officer to ascertain Offeror's responsibility/susceptibility of being selected for award in connection with the certified VSBE participation goal.
- c. The Successful Offeror and subcontractor(s) will be required to complete the following forms on a monthly basis (as applicable):
- (1) VSBE Attachment 3 – Prime Contractor Paid/Unpaid Invoice Report.
  - (2) VSBE Attachment 4 – Subcontractor Paid/Unpaid Invoice Report.

## **O. INSURANCE**

1. The Successful Offeror shall maintain, at minimum, the insurance coverages outlined in this section, or any minimum requirements established by law, if higher, for the duration of the contract, including option periods, if exercised. Evidence that the required insurance coverage has been obtained may be provided by Certificates of Insurance duly issued and certified by the insurance company or companies furnishing such insurance.
2. All insurance policies shall be endorsed to provide that the insurance carrier will be responsible for providing immediate notice to the AOC in the event of cancellation or restriction of the insurance policy by either the insurance carrier or the Successful Offeror, at least sixty (30) days prior to any such cancellation or restriction. All insurance policies shall name as an additional insured the Maryland Administrative Office of the Courts.
3. The requiring of any and all insurance as set forth in this RFP, or elsewhere, shall be in addition to and not in any way in substitution for all the other protection provided under the Contract for acceptance and/or approval of any insurance by the Procurement Officer, and shall not be construed as relieving or excusing the Successful Offeror from any liability or obligation imposed upon it by the provisions of the Contract.
4. The following type(s) of insurance and minimum amount(s) of coverage are required and may be satisfied by either individual policies or a combination of individual policies and an umbrella policy:
  - a. Commercial General Liability
    - (1) \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury, and \$2,000,000 annual aggregate.
    - (2) A combined single limit per occurrence of \$2,000,000 is acceptable.
  - b. Worker's Compensation
    - (1) \$500,000 each accident.
    - (2) \$500,000 each disease for each employee.
    - (3) \$500,000 each disease per policy limit.



- (4) Coverage must be valid in all states where work is performed.
- c. Comprehensive Automobile Liability
  - (1) \$1,000,000 Bodily Injury
  - (2) \$1,000,000 Property Damage
  - (3) The Successful Offeror shall maintain Automobile and/or Commercial Truck Insurance (including owned, leased, hired, and non-owned vehicles) as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.
- 5. The insurance required above shall provide adequate protection for the Successful Offeror against claims which may arise from the Contract, whether such claims arise from operations performed by the Successful Offeror or by anyone directly or indirectly employed by the Successful Offeror , and also against any special hazards which may be encountered in the performance of the Contract. In addition, all policies required must not exclude coverage for equipment while rented to others.
- 6. If any of the work under the Contract is subcontracted, the Successful Offeror shall require any subcontractors to obtain and maintain comparable levels of coverage and shall provide the Procurement Officer with the same documentation as is required of the Successful Offeror.

**P. PROPOSAL AFFIDAVIT**

A proposal submitted by an Offeror must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as Attachment B of this RFP.

**Q. CONTRACT AFFIDAVIT**

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the Successful Offeror will be required to complete a Contract Affidavit. A sample of this Affidavit is included for informational purposes as Attachment C of this RFP. This Affidavit must be provided within five (5) business days of notification of recommendation for award.

**END OF SECTION II.**



## SECTION III. SCOPE OF WORK

### A. SUMMARY

The AOC is seeking proposals from prospective Offerors to provide overall project management, planning, design, engineering, relocation, and turn-up services for moving the Judiciary's primary Network Operations Center (i.e., Data Center) to a new location.

Offerors will coordinate with multiple system vendors, building architects, system administrators, and Judiciary facility staff to ensure coordination throughout the project. Responsibilities will include, but are not limited to, planning for the timing of the moves, rack layout and cable plant design, oversight of pre-move rack installation and cabling, physical relocation of the old Network Operations Center equipment to new Network Operations Center, installation of equipment in the new Network Operations Center, rack to rack cabling of the equipment, and support with test and turn up of the facility.

### B. BACKGROUND INFORMATION

The Judicial Information Systems (JIS) provides Maryland Judiciary-wide technology services in the areas of desktop management, application management, data networking (e.g., data, video, voice, and wireless communications), application hosting and support (e.g., financial management, case management, web services), and Information System (IT) staffing and support. Currently, JIS operates and manages a full function Network Operations Center in its Annapolis facilities.

The State of Maryland's Judiciary's Network Operations Center is currently located on the ground level of the Information JIS Department located at 2661 Riva Road, Suite 900, Annapolis, MD 21401. The facility is approximately 5,000 square feet and houses critical telecommunications and computing infrastructure that supports the backbone of the IT Services provided to Maryland's courts and citizens (e.g., court management, land records systems and network infrastructure). The existing Network Operation Center is a 1,500 square foot room and includes overhead cable trays and power connections below a raised floor. There are approximately eight hundred (800) copper connections, and nine hundred (900) fiber connections. These figures include top of rack patch panels.

The new Network Operations Center will be located at 189 Harry S. Truman Parkway, Annapolis, MD 21401. The location is approximately ½ mile from the existing Network Operations Center. The new Network Operations Center is a 1,600 square foot room and includes overhead cable trays and power connections below a raised floor.

It is anticipated that approximately thirty (30) racks of equipment will need to be relocated, and that includes seven (7) network racks, five (5) storage/disk racks, and eighteen (18) server racks.

### C. OFFEROR MINIMUM QUALIFICATIONS

Offeror shall have five (5) years' experience in network operation center planning, design, engineering, project management, relocation, and turn-up services.

### D. SCOPE OF WORK

#### 1. Project Management

- a. Offeror shall manage the successful migration of the existing Network Operations Center to the new location
  - (1) Offeror shall take ownership and leadership of the existing move plan, identify areas that require follow up, closure, or improvement, and provide support to bring closure or to move things forward.
    - i The existing move plan is limited and consists of the desired schedule in Section III.E. of this RFP.
  - (2) Offeror shall facilitate weekly, or more frequent as necessary, meetings with implementation team (e.g., Contract Manager, Landlord, Landlord Subcontractors, and Successful Offeror) and document progress, obstacles, tasks, and deadlines.



- b. Offeror shall communicate to JIS Chief Technology Officer at the start and conclusion of each task to monitor task success.
  - (1) The tasks shall align with the milestones provided in the Successful Offerors implementation plan.
  - (2) Offeror shall estimate time it will take to complete each task and identify and resolve all resource conflicts.
- c. Offeror shall install, configure, integrate, and test proposed solution components.
  - (1) Offeror shall execute test plans to verify solution is deployed in accordance with low-level design (e.g., testing cables, ensuring cables are on the correct network).
  - (2) As applicable, Offeror shall coordinate with any subcontractors/other vendors to ensure testing completed.

## 2. Design

- a. Offeror shall provide a Network Operations Center Floor Plan Design to include the boundaries of the room and the layout of IT equipment and rack locations within the room.
  - (1) The layout of the room shall be optimized for the footprint of power and cooling equipment.
  - (2) The Network Operations Center is located on the 3<sup>rd</sup> floor, and the building includes a freight elevator.
  - (3) The 1<sup>st</sup> and 2<sup>nd</sup> floors are parking garages.
- b. Offeror shall provide a Network Operations Cable Plant Design including the following:
  - (1) Schematic design diagrams.
  - (2) Backbone/horizontal conduit/riser design diagrams, as applicable.
  - (3) Cable tray routing plan, with notes.
  - (4) Ladder rack plan, as applicable.
  - (5) Telecom grounding and bonding plan, with notes.
  - (6) Equipment cabinet / rack plan view overlaid on the final floor grid.
  - (7) Comprehensive patch panel schedules; and
  - (8) Patch rack elevations of rack/pane/port, cross referenced to final floor coordinates in detail.
- c. Offeror shall provide accurate documentation of the physical Network Operations Center including system locations, and details of the physical infrastructure supporting said systems.
  - (1) The documentation shall be delivered in a format (e.g., Vizio, Office Suite, unlocked PDF) that Judiciary staff can update and maintain as changes/modifications to the Network Operations Center take place.  
Successful Offeror shall receive approval on the format of the documentation prior to delivery.

## 3. Move Plan

- a. Offeror shall meet with key stakeholders and create a requirement document summarizing JIS's business requirements to migrate to the new Network Operations Center.
  - (1) Offeror shall review and document hardware and software system requirements, and external and internal voice and data network requirements.
  - (2) Offeror shall conduct a risk assessment, develop a risk mitigation plan, and communicate all risk factors to JIS Chief Technology Officer.
- b. Offeror shall design, develop, and manage a task-oriented implementation project plan.
  - (1) The project plan shall identify the steps in each task, and the resources who will execute.



- c. Offeror shall develop and document a plan for pre-racking and wiring, staging hardware, software, applications, and configurations.
    - (1) Offeror shall map and document the interdependencies of IT assets involved in the Network Operations Center move.
    - (2) Offeror shall provide a list of materials to be purchased by the JIS (e.g., servers, cables, racks, etc.). The Offeror will only provide labor for this solicitation.
  - d. Offeror shall prepare a communication strategy in conjunction with JIS and AOC Facility project team members.
    - (1) The communication strategy shall include estimated downtime to communicate with affected parties.
4. Pre-Move Preparation  
Offeror shall conduct pre-move preparation activities in accordance with the accepted deliverables of the move plan including, but not limited to, installing racking, power, and rack to rack wiring.
5. Move Execution
- a. Offeror shall provide onsite resources in accordance with the approved project plan, and supplement as needed to ensure the timely completion of the move.
    - (1) Offeror shall anticipate providing onsite resources as many as ten (10) days prior to the first day of the move, and as many as ten (10) days after the last day of the move.
      - i The Successful Offeror will coordinate with the Contract Manager on actual resource staffing before and after the scheduled move.
      - ii The onsite resources shall be familiar with the design and move plans and shall be the same resources used during pre-move preparation.
    - (2) Offeror shall provide onsite real-time project management to ensure the successful relocation and turn-up of Network Operations Center equipment.
      - i The Project Manager (Key Personnel) shall be onsite during the move execution.
  - b. Offeror shall coordinate with equipment subcontractors/vendors regarding timeline for move, roles, responsibilities, placement of equipment. Communication shall include the Contract Manager, or other designees as delegated by the Contract Manager.
  - c. Offeror shall create and manage a cut-over checklist and seek checklist approval from the Contract Manager.

## **E. SCHEDULE**

- 1. The Judiciary anticipates the relocation of the primary Network Operations Center to take place during October 2022. The actual relocation timing is subject to change as the building may become available sooner or later than October 2022.
- 2. To minimize downtime and impact to the Judiciary, it is anticipated that the physical move of the equipment and migration of systems or a group of related systems to the new Network Operations Center will take place during multiple weekends. The Successful Offeror shall make recommendations with their move plan.

## **F. DELIVERABLES**

- 1. The Successful Offeror will be required to submit the following deliverables, as outlined in Section III.D of this RFP. The Contract Manager shall confirm acceptance of deliverables and may request refinement/revisions.
  - a. Design
    - (1) Network Operations Center Floor Plan Design



- (2) Network Operations Center Cable Plant Design
- (3) Physical Design Documentation (Section III.D.2.d of this RFP)

b. Move Plan

- (1) Move Plan Requirements Document
- (2) Hardware, Software, Voice, and Data Networks System Requirements
- (3) Risk Mitigation Plan
- (4) Implementation Project Plan
- (5) Pre-racking and Wiring, Staging Hardware, Software, Applications, and Configurations Plan
- (6) Required Materials List
- (7) IT Asset Interdependencies Mapping & Documentation
- (8) Communication Plan

**G. ASSUMPTIONS**

The Judiciary anticipates that only server equipment will be relocated from the old Network Operations Center.

**END OF SECTION III.**



## SECTION IV. PROPOSAL FORMAT

### A. TWO-VOLUME SUBMISSION

Offerors must submit proposals in two separate volumes (envelopes/sealed packages):

1. Volume I - TECHNICAL PROPOSAL
2. Volume II - FINANCIAL PROPOSAL.

### B. PROPOSAL PACKAGING & SUBMISSION

1. Offerors shall submit an unbound original, so identified, and four (4) copies of each volume.
2. Volume I - Technical Proposal and Volume II – Financial Proposal must be submitted as two (2) separate sealed packages but submitted simultaneously to the Procurement Officer.
  - a. Each sealed package shall be labeled Volume I – Technical Proposal, and Volume II – Financial Proposal, respectively.
  - b. Each sealed package must bear the RFP Title and number, name and address of the Offeror, and the closing date and time for receipt of the proposals on the outside of the sealed package.
3. An electronic version of both the Volume I- Technical Proposal and the Volume II- Financial Proposal must also be submitted in each respective sealed package.
  - a. Electronic versions of each volume shall be in MS Word, .PDF, or Excel format.
  - b. Electronic media (e.g., Flash Drive, CD, etc.) shall bear a label with the RFP title and number, name of the Offeror, and the volume number (I or II).

### C. VOLUME I – TECHNICAL PROPOSAL

1. General Format
  - a. Offerors must omit all pricing information from the Technical Proposal (Volume I), and only include pricing information in the Financial Proposal (Volume II).
  - b. Offeror's Technical Proposal shall reference the organization and numbering of Sections in the RFP (e.g., "Section III.A.1 Response..."; "Section III.A.2 Response...", etc.).
  - c. All pages of the Technical Proposal must be consecutively numbered from beginning (Page 1) to end (Page "X").
2. Technical Proposal Contents
  - a. Transmittal Letter: The Technical Proposal shall be covered by a transmittal letter, prepared on the Offeror's business stationary, and signed by an individual who is authorized to bind the Offeror to the services and requirements as stated in this RFP, including all addenda.
  - b. Title Page and Table of Contents: The Technical Proposal shall begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents for the Technical Proposal should follow the title page, organized by section, subsection, and page number.
  - c. Claim of Confidentiality: Any information which is claimed to be confidential and/or proprietary shall be identified by section, subsection (if applicable), and page number, and placed after the Title Page, but before the Table of Contents. An explanation for each claim of confidentiality shall be included. The entire Technical Proposal cannot be given a blanket confidentiality designation.
  - d. Executive Summary:
    - (1) The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary."
    - (2) In accordance with Section II of this RFP., the executive summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably



susceptible of being selected for award. If an Offeror takes no exception to the AOCs terms and conditions, the executive summary should so state.

- (3) In accordance with Section II of this RFP, and only as applicable, the executive summary shall indicate whether the Offeror is the subsidiary of another entity, and if so, whether all information submitted by the Offeror pertains exclusively to the Offeror. If not, the subsidiary Offeror shall include a guarantee of performance from its parent organization as part of its executive summary.

e. Offeror's Technical Response to RFP Requirements & Proposed Work Plan:

- (1) Offerors shall address each RFP requirement (Section III) in the Technical Proposal and describe how its proposed services will meet or exceed those requirements, including how any proposed subcontractor(s) will meet or exceed requirements. If the AOC is seeking the Offeror's agreement to a requirement(s), the Offeror shall state its agreement or disagreement. Any paragraph that responds to a work requirement shall not merely rely on a stated agreement to perform the requested work, but rather, the Offeror should outline how the Offeror can fulfill the requested tasks in a manner that best meets the AOCs needs.
- (2) Offeror shall provide a definitive section-by-section description of the proposed plan to meet the requirements of the RFP (i.e., Work Plan). The Work Plan shall include the specific methodology, techniques, and staffing plan (as applicable), to be used by the Offeror in providing the required goods and/or services in this RFP (Section III). The description shall include an outline of overall management concepts employed by the Offeror, and a project management plan, including project control mechanisms, and overall timelines. Any project deadlines considered contract deliverables must be recognized in the Work plan.

f. Offeror Key Personnel Experience & Qualifications: Offeror shall identify the experience, qualifications, and types of staff proposed to be utilized under the contract. Specifically, the Offeror shall:

- (1) Describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities. Including any staff proposed by subcontractor(s), as detailed in the work plan. Offeror's description shall establish the proposed staff is capable to perform the services requested in this RFP.
- (2) Provide individual resume(s) for Key Personnel, including Key Personnel for any proposed subcontractor(s), who are to be assigned to this contract if the Offeror receives award. Resume(s) shall include the amount of experience the individual has had relative to the scope of work set forth in this RFP.
- (3) The Key Personnel for this contract are defined as:
  - i Project Manager
  - ii Infrastructure Design Engineer – resource(s) responsible for drafting the deliverables of this RFP.
- (4) Provide an organizational chart outlining personnel and their related duties. Offeror shall include job titles, and the percentage of time each individual will devote to their assigned tasks. Offerors using job titles other than those commonly used by industry standards must provide a crosswalk reference document.

g. Offeror Experience and Capabilities: Offeror shall include information on prior experience with similar engagements (i.e., size and scope), and describe how its organization will meet the requirements of this RFP. In addition, the Offeror shall include the following:

- (1) Bidder/Offeror Profile (Attachment I) included with this RFP.
- (2) Not less than three (3) references, within the past five (5) years, from customers/clients who can document the Offeror's ability to provide the goods and/or services specified in this RFP. A reference may not be submitted from an



employee of the Maryland Judicial Branch of government. Complete the Bidder/Offeror Experience Form (Attachment J), duplicating as necessary.

h. Financial Capability:

- (1) Offeror shall include evidence of fiscal integrity by submitting the following financial statements for the last two (2) years:
  - i Profit & Loss (P&L)
  - ii Balance Statement
- (2) Offeror may supplement the requested financial statements with the following:
  - i Dun & Bradstreet Rating.
  - ii Standard & Poor's Rating.
  - iii Lines of Credit.
  - iv Evidence of a successful financial track record; and,
  - v Evidence of adequate working capital.

i. Attachment H – Addenda Acknowledgement Form (as applicable)

j. Insurance:

- (1) Offeror shall provide a copy of its current Certificate of Insurance (COI) showing the types and limits of insurance in effect as of the proposal submission date. The COI provided with proposal submission does not need to meet the insurance requirements listed in Section II.
- (2) The Successful Offeror will be required to provide a COI meeting the insurance requirements of this RFP.

k. Minority Business Enterprise Documentation

- (1) MBE Form 1A – Part 2 through 4
- (2) For Prime Contractors only, proof of certification from MDOT.
- (3) Veteran-owned Small Business Enterprise Documentation
- (4) VSBE Form 1A
- (5) For Prime Contractors only, proof of certification from eMMA.

l. Subcontractors:

- (1) Offeror shall complete a Bidder/Offeror Profile (Attachment I) included with this RFP for all subcontractors that will work on the contract if the Offeror receives an award, including those utilized in meeting the MBE and VSBE subcontracting goal(s), as applicable.
- (2) Offeror shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project.
- (3) If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate attachment(s) of this RFP.

m. Bid/Proposal Affidavit: Offeror shall submit a completed Bid/Proposal Affidavit (Attachment B) and enclose with the Technical Proposal.

**D. VOLUME II – FINANCIAL PROPOSAL**

1. Offeror's Financial Proposal must contain all price information in the format specified in the Bid/Price Proposal Form (Attachment E). Do not amend or alter any items on the Price Proposal Form or include additional clarifying or contingent language. Failure to adhere to any of these instructions may result in the proposal being determined to be not reasonable susceptible of being selected for awarded. The lines on Attachment E are as follows:
  - a. Lines 1-11 – Fixed price deliverables.



- b. Lines 13-15 – Overall project management by position, with level-of-effort and hourly rate(s).
  - c. Lines 17-25 – Pre-move preparation activities with level-of-effort and hourly rate(s)
  - d. Lines 27-35 – Move execution by position, with level-of-effort and hourly rate(s).
  - e. Lines 38-48 – Any position(s) with hourly rate(s) that have not been provided (e.g., positions used to create deliverables) in project management, pre-move preparation, and move execution, that could potentially be used for out-of-scope work, or enhancements during the life of the contract.
    - (1) The onsite hourly rates shall be fully loaded (inclusive of all costs and expenses to have a consultant onsite).
- 2. Any information which is claimed to be confidential and/or proprietary shall be clearly identified in the Financial Proposal. An explanation for each claim of confidentiality shall be included in the Financial Proposal.
  - 3. The Offeror will not be reimbursed for any travel expenses including but not limited to transportation, meals, and hotel accommodations, except as approved in advance by the Contract Manager.

**END OF SECTION IV.**



## SECTION V. EVALUATION PROCEDURE

### A. EVALUATION COMMITTEE

1. Evaluation of the proposals will be performed by a committee established for the purpose of analyzing the proposals based on the evaluation criteria set forth below. The Evaluation Committee will provide input to the Procurement Officer after reviewing proposals, participating in oral presentations and discussions, and any other activities relative to this RFP.
2. The AOC reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate by the Procurement Officer.

### B. TECHNICAL PROPOSAL CRITERIA

The criteria to be applied to each Technical Proposal are listed in descending order of importance. Unless stated otherwise, any sub-criteria within each criterion have equal weight.

1. Extent to which the Offeror's technical response and workplan meets the overall requirements of the RFP.
2. Extent to which the Offeror's experience and references demonstrate their ability to provide the requested services outlined in Section III.
3. Extent to which the Offeror's key personnel experience and qualifications demonstrate their ability to provide the requested services outline in Section III.

The AOC prefers the Offeror's Technical Proposal to illustrate a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be performed. Technical Proposals which include limited responses to work requirements such as "concur" or "will comply" will receive a lower ranking than Technical Proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed requirements.

### C. FINANCIAL PROPOSAL CRITERIA

All Offerors will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on their total proposed price set forth in this RFP and as submitted on Attachment E – Price Proposal Form.

### D. SELECTION PROCEDURES

1. The Procurement Officer shall initially review for compliance with the RFP requirements. Failure to comply with RFP requirements may result in a proposal being classified as not reasonably susceptible of being selected for award.
  - a. Minor irregularities in proposals that are immaterial or inconsequential in nature may be cured or waived whenever it is determined to be in the AOCs best interest.
  - b. The Procurement Officer will determine that the MBE Forms are included and are properly completed (as applicable) and determine that the VSBE Forms are included and are properly completed (as applicable).
2. Selection Procedures:
  - a. Technical Proposals are evaluated for technical merit and ranked. During this review, oral presentations, interviews, and discussions may be held. The purpose of such discussions shall be to assure a full understanding of the AOCs requirements and the Offeror's ability to perform, and to facilitate understanding of the Contract that shall be most advantageous to the AOC.
    - (1) At the discretion of the Procurement Officer, following the recommendation of the Evaluation Committee, a shortlist of Offerors may be established during the technical evaluation. Only shortlisted Offerors would continue in the evaluation process; Offerors not shortlisted shall be so advised.



- (2) Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Technical Proposal made during discussions. Any such written clarifications or changes become part of the Offeror's Technical Proposal.
  - b. The Financial Proposal of each remaining Offeror will be evaluated and ranked separately from the technical evaluation. After a review of the Financial Proposals of remaining Offerors, the Evaluation Committee and/or Procurement Officer may conduct discussions to further evaluate the Offeror's entire proposal.
  - c. When in the best interest of the AOC, the Procurement Officer may permit remaining Offerors to revise their initial proposals and submit, in writing, Best and Final Offers (BAFOs). The AOC may make award without issuing a request for a BAFO.
3. Recommendation for Award
- a. Upon completion of the Technical Proposal and Financial Proposal evaluations and rankings, an overall ranking will be designated to each Offeror.
  - b. The Procurement Officer will recommend award of the Contract to the responsive and responsible Offeror that submitted the proposal determined to be the most advantageous to the AOC. In making the most advantageous Offeror's determination, technical factors shall be given greater weight than price factors.

**E. DEBRIEFING**

Unsuccessful Offerors may request a debriefing. If the Offeror chooses to do so, the request must be submitted in writing to the Procurement Officer within fourteen (14) calendar days from the date they are notified their proposal was unsuccessful. Debriefings shall be limited to discussion of the specific Offeror's proposal only and shall not include a discussion of a competing Offeror's proposal. Debriefings shall be provided within thirty (30) calendar days of the award notification date.

**END OF SECTION V.**

